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March 9, 2018

VIA ECF

The Honorable Raymond Dearie
The Honorable James Orenstein
225 Cadman Plaza East
Courtroom 11D South
Brooklyn, New York 11201

**Re: Elzbieta Godlewska, et al. v. HDA, Human Development
Association, Inc., et al.
Case No.: 03 Civ. 3985
MLGB File No: 13024-00020**

Your Honors:

I write with Plaintiffs' counsel to happily advise the Court that we have reached a settlement in this action. We are now circulating documents for signature. On Monday we anticipate delivering to the Court the following:

- 1) The Settlement Agreement and Release;
- 2) A Security Agreement to collateralize the payments of the Settlement Agreement;
- 3) An Affidavit of Confession of Judgment to further collateralize the payments of the Settlement Agreement;
- 4) A consent to the Magistrate's overall jurisdiction (which will likely already be filed);
- 5) A Proposed Notice of the Settlement to all Plaintiffs; and
- 6) A Proposed Order accepting the Settlement and dismissing the action.

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This has not been a typical FLSA settlement. It has not been a typical FLSA action. The 2003 Docket number reflects the difficulties in bringing this matter to a conclusion. After reaching agreement on the total payment to be made, it has taken four (4) months from first drafts circulated until completion of the documents. There have been some delays, but mainly this has been an exercise in finding atypical solutions. By way of example the primary payor under the settlement is not a party to the action, but rather the entity buying the corporate defendant. Similarly, there are over 140 remaining Plaintiffs, but there has never been a class certified. Questions of RICO liability and whether the City of New York was liable each took years of motion practice to resolve. As reflected by the people being copied with this letter, all parties to the sale of the corporate defendant are represented by counsel and have been kept abreast of the status of the settlement.

In any event, we have reached a complete proposed settlement. We believe it is fully compliant with a "Cheeks" review and is fundamentally fair. We write to advise the Court of the status of the matter and to suggest that if any signatures have not been obtained by Tuesday, that a "60 day order" be issued, dismissing the action, but permitting it to be restored upon a letter from counsel if, for any reason, the settlement is not completed. We do not anticipate needing the "60 day order" but suggest same in an abundance of caution.

Finally, we wish to express our appreciation for the consideration and patience you have each shown in this matter.

Your consideration of the above is appreciated.

Respectfully submitted,

MELTZER, LIPPE, GOLDSTEIN & BREITSTONE, LLP

/s/ Richard M. Howard

Richard M. Howard

cc: Robert Wisniewski, Esq.
Client *(Via e-mail)*
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